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10 Attorneys for Defendant  
11 HERTZ LOCAL EDITION CORPORATION

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA

14 CHEREE NELSON individually, as  
15 private attorney general, and on behalf  
16 of herself and all employees similarly  
17 situated,

18 Plaintiffs,

19 vs.

20 HERTZ LOCAL EDITION CORP. et,  
21 al.,

22 Defendants.

23 DEVA KELLY, individually, and on  
24 behalf of others similarly situated,

25 Plaintiff,

26 v.

27 HERTZ LOCAL EDITION CORP., a  
28 Delaware Corporation, and DOES 1  
through 100, inclusive,

Defendants.

Consolidated Case Nos.: SACV11-  
00328-AG (Ex) and SA CV 11-02473  
AG (Ex)

~~[PROPOSED]~~ PROTECTIVE  
ORDER REGARDING  
CONFIDENTIALITY OF  
INFORMATION

Parties' Signed Stipulation Filed  
Concurrently

1           The Parties to the above-captioned action contemplate the disclosure of  
2 confidential, private, and/or sensitive information and have submitted to the Court a  
3 stipulated agreement regarding the procedures for confidential information.  
4 Therefore, the Court orders as follows:

5           1.    "Confidential Information."   "Confidential Information," as used  
6 herein, means all confidential information and documents produced by Defendant  
7 Hertz Local Edition Corporation ("Defendant"), which the Parties anticipate  
8 includes but is not limited to the following: addresses, telephone numbers, and  
9 private personnel information of current and former employees. All Confidential  
10 Information produced in this case shall be used solely for purposes of this litigation  
11 as permitted hereunder and for no other purpose. Confidential Information includes  
12 all original documents and copies thereof which a party has designated as such by  
13 stamping each page of the document with the words "CONFIDENTIAL" or words  
14 to that effect; however, all employee time cards produced by Defendant shall be  
15 deemed and treated as Confidential Information even if the words  
16 "CONFIDENTIAL" are not stamped on them.

17           2.    "Qualified Persons."   With respect to Confidential Information,  
18 "Qualified Persons" means: Plaintiff Cheree Nelson, Deva Kelly, managers of  
19 Defendant, witnesses who are deposed or are expected to testify at trial, and counsel  
20 of record in this action for Plaintiffs and Defendant, including regularly employed  
21 partners, associate attorneys, paralegals, and stenographic and clerical employees  
22 assisting such counsel, or any such other persons who are responsible for the  
23 handling of legal matters on behalf of either party, including experts and/or  
24 consultants engaged by a party to this action and for purposes of this action. For the  
25 purposes of courtroom procedures involving Confidential Information, "Qualified  
26 Persons" also means the Court, any clerk and other courtroom personnel.  
27  
28

1           3.    Designation of Information. Any information supplied in written or  
2 documentary form, which a supplying party or person wishes to designate as  
3 Confidential Information, shall be labeled by the supplying party as  
4 "CONFIDENTIAL," or words to that effect, on each page containing information to  
5 be designated hereunder. Neither the designation nor the disclosure of information  
6 pursuant to this Protective Order shall operate as a waiver of the attorney-client  
7 privilege or protections afforded by the attorney work-product doctrine with respect  
8 to the subject of the information disclosed.

9           4.    Agreement by Qualified Persons. Any information designated as  
10 Confidential Information shall be made available only to Qualified Persons. Except  
11 for the Court, any clerk and other courtroom personnel, all other Qualified Persons  
12 shall read this Order, and shall undertake in writing to be bound by its terms; to  
13 maintain that information designated as Confidential Information in confidence; not  
14 to use or disclose information designated as Confidential Information to anyone  
15 other than to a Qualified Person; and not to use Confidential Information except for  
16 purposes of discovery and trial in this action. Those Qualified Persons shall indicate  
17 their agreement to be bound by the terms of the Protective Order by signing and  
18 dating an acknowledgment substantially in the form attached as Exhibit "A."

19           5.    Custody and Safeguarding of Confidential Materials. Counsel for the  
20 parties and all Qualified Persons shall take reasonable measures to safeguard the  
21 confidentiality of Confidential Information subject to this Protective Order and shall  
22 maintain it in a manner that limits access only to Qualified Persons. The Parties  
23 herein also agreed to abide by the limitations, protections, and requirements of Local  
24 Rule 79-5 regarding Confidential Court Records.

25           6.    Reservation of Rights. Entering into, agreeing to, and/or producing or  
26 receiving documents or information designated as Confidential, or otherwise  
27 complying with the terms of this Protective Order, shall not:  
28

1 (a) prevent the Court from entering or admitting Confidential  
2 Information into evidence;

3 (b) prejudice in any way the rights of any party to object to the  
4 production of documents or other materials he, she or it considers not subject to  
5 discovery;

6 (c) prejudice in any way the rights of any party to object to the  
7 authenticity or admissibility into evidence of any document or testimony or other  
8 materials subject to this Protective Order;

9 (d) prejudice in any way the rights of any party to seek a  
10 determination by the Court as to whether any documents or testimony should be  
11 subject to the terms of this Protective Order;

12 (e) prejudice in any way the rights of any party to petition the Court  
13 for a further protective order relating to any purportedly Confidential Information;  
14 or

15 (f) prevent the Parties from agreeing in writing or on the record  
16 during any hearing to alter or waive any provision of this Protective Order with  
17 respect to any particular document.

18 7. Procedures For Filing/Lodging Papers In Court. If any party wishes to  
19 file with the Court any document, the Parties shall comply with the requirements of  
20 Local Rule 79-5.

21 8. Inadvertent Disclosure. Should any document or information  
22 designated as Confidential Information hereunder be disclosed, through  
23 inadvertence or otherwise, to any person or party not entitled to receive the same  
24 hereunder, the Parties shall use their best efforts to bind such person to the terms of  
25 this Order and:

26 (a) such person shall be informed promptly of all of the provisions  
27 of this Protective Order by the receiving party;  
28

1 (b) such person shall be identified immediately to the party that  
2 designated the document as Confidential Information; and

3 (c) such person shall be requested to sign an agreement to abide by  
4 the terms of this Protective Order, which signed agreement shall be served on the  
5 party designating the document as Confidential Information.

6 9. Return Upon Termination. Within thirty (30) days of the termination  
7 of this action, the Parties shall assemble and return to each supplying party or person  
8 all material embodying information designated as Confidential Information,  
9 including all copies of such documentary material.


10 10. Discoverability and Admissibility of Documents. Nothing in this  
11 Protective Order shall be construed to affect either the discoverability or  
12 admissibility at trial of any document, recording or thing, nor shall any Party's entry  
13 into the Stipulation that pertains to this Order be deemed to waive either its right to  
14 object to the production of documents, recordings or things on appropriate grounds,  
15 or to move to compel the production of documents, recordings or things wrongfully  
16 withheld from production by another party or entity.

17 11. Challenges to Definition of Confidential Information. The Parties  
18 acknowledge that disagreements may arise over the precise definition of confidential  
19 information and, therefore, retain the right to seek a determination by the Court on  
20 any such definition.

21 12. Modification. This Protective Order may be modified upon a showing  
22 of good cause through application to the Court on notice to all other Parties.

23  
24 **IT IS SO ORDERED:**

25  
26 Dated: 1/24/12

  
THE HONORABLE CHARLES F. EICK  
Magistrate Judge of the United States District Court

**EXHIBIT A**

**DECLARATION OF "QUALIFIED PERSON"**

I, \_\_\_\_\_, declare that I have read the Protective Order entered in the action entitled *Cheree Nelson & Deva Kelly v. Hertz Local Edition Corp.*, United States District Court, Central District of California, Consolidated Case Nos. SACV11-00328-AG (Ex) and SA CV 11-02473 AG (Ex), and agree to be bound by its terms; to maintain the information designated as Confidential Information in confidence; not to use or disclose information designated as Confidential Information to anyone other than to a Qualified Person; and not to use Confidential Information except as permitted in the Protective Order.

To effectuate my compliance with this Order, I agree to submit to the jurisdiction of the United States District Court, Central District of California for the purpose of enforcing the terms of the Protective Order, even if such enforcement proceedings occur after the termination of this action.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on \_\_\_\_\_, \_\_\_\_\_ in the City of \_\_\_\_\_, in the State of \_\_\_\_\_.

\_\_\_\_\_  
Name of Declarant [Printed]

\_\_\_\_\_  
Signature of Declarant

Affiliation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Home Address: \_\_\_\_\_